

1 THOMAS E. FRANKOVICH (State Bar #074414)
2 THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION
3 4328 Redwood Hwy, Suite 300
San Rafael, CA 94903
Telephone: 415/674-8600
Facsimile: 415/674-9900
tfrankovich@disabilitieslaw.com

5 Attorney for Plaintiffs DAREN HEATHERLY
6 and IRMA RAMIREZ
7

8 UNITED STATES DISTRICT COURT

9 NORTHERN DISTRICT OF CALIFORNIA

10 DAREN HEATHERLY;) CASE NO. CV-13-1132-NC
and IRMA RAMIREZ)
11 Plaintiffs,) STIPULATION OF DISMISSAL; and
12 v.) [PROPOSED] ORDER THEREON
13 BISTRO 29; LARRY W. WILLIAMS and)
CAROLYN A. WILLIAMS, as Trustee of)
THE LARRY W. WILLIAMS and)
CAROLYN A. WILLIAMS TRUST under)
Declaration of Trust dated June 20, 2002;)
and DEPARTMENT 29, INC., a California)
Corporation,
17 Defendants.)
18 _____)

19
20 The parties, by and through their respective counsel, stipulate to dismissal of this action
21 in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the
22 Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own
23 costs and attorneys’ fees. The parties further consent to and request that the Court retain
24 jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511
25 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of
26 settlement agreements).

27 ///

28 ///

1 Therefore, IT IS HEREBY STIPULATED, by and between parties to this action through
2 their designated counsel that the above-captioned action become and hereby is dismissed with
3 prejudice pursuant to Federal Rules of Civil Procedure 41(a)(2).

4 This stipulation may be executed in counterparts and have the same force and effect as
5 though all signatures are on the same and/or consecutive pages. Photocopies and facsimile shall
6 have the same force and effect as originals.

7
8 Dated: September 2, 2014

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

9
10
11 Dated: September 2, 2014

12 By: /s/Thomas E. Frankovich
13 Thomas E. Frankovich
14 Attorney for Plaintiff DAREN HEATHERLY; and
15 Plaintiff IRMA RAMIREZ

16
17
18 Dated: September 2, 2014

Peter Goldstone
Law Offices of Peter Goldstone

19 By: /s/Peter Goldstone
20 Peter Goldstone
21 Attorneys for Defendants BISTRO 29; and
22 DEPARTMENT 29, INC., a California Corporation

23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

1 Dated: September 2, 2014

Gail F. Flatt, Esq.
PROVENCHER & FLATT LLP

5 By: /s/Gail F. Flatt
Gail F. Flatt
6 Attorney for Defendants LARRY W. WILLIAMS
7 and CAROLYN A. WILLIAMS, as Trustee of THE
LARRY W. WILLIAMS and CAROLYN A.
WILLIAMS TRUST under Declaration of Trust
8 dated June 20, 2002
9

10 **ORDER**

11 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to
12 Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the
13 purpose of enforcing the parties' Settlement Agreement and General Release should such
14 enforcement be necessary.

15
16
17 Dated: September 3, 2014

